

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PLAMAR NAVIGATION LTD.,

Plaintiff,

X

09-cv-5447 (SHS)

-against-

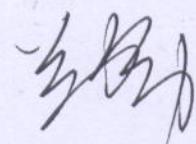
TIANJIN SHENGJIA SHIPPING CO., LTD. a/k/a SHENGJZA
(HONG KONG) SHIPPING AND TRADING CO., LTD.,
CHANGSHU NEW CHANGGANG TRADE CO. LTD.,
HANGZHOU HEAVY STEEL PIPE CO. LTD.,
HENGYANG STEEL TUBE GROUP INT'L TRADING INC.,
HUBEI XIN YEGANG CO., LTD. a/k/a HUBEI XIN YEGANG
STEEL CO. LTD.,
JIANGSU CHANGSHU MARINE SHIPPING AGENCY CO. LTD.,
JIANGSU LIHUI IRON AND STEEL CO., LTD.,
JIANGSU PROS.A INT'L CO. LTD.,
JIANGYIN XINGCHENG SPECIAL STEEL WORKS CO., LTD.,
KUGLER HAAS,
LALANI STEEL INC.,
FASTEN BLOC SHANGHAI IMP. AND EXP. CO., LTD.,
FASTEN GROUP IMP. AND EXP. CO. LTD.,
SUZHOU HUASHENG IMP. AND EXP. CO., LTD.,
SUZHOU SEAMLESS STEEL TUBE WORKS,
VICTORY LOGISTICS INT'L CO., LTD.,
WUXI DINGYUAN PRECISION COLD DRAWN STEEL PIPE CO.
LTD.,
WUXI TIAN LIANG FOREIGN TRADE CO. LTD.,
XIGANG SEAMLESS STEEL TUBE CO. LTD.,
XINYU IRON AND STEEL CORP. LTD.,
YANGZHOU LONGCHUAN STEEL TUBE CO., LTD.,
YIEH CORPORATION LTD. and
YIZHENG HAITIAN ALUMINUM INDUSTRIAL CO., LTD.,

DECLARATION OF
ZHENG FENGYONG

X

Defendants.

I, ZHENG FENGYONG, make the following Declaration, pursuant to 28 U.S.C. § 1746:



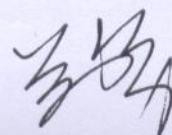
1. I am the BOOKING MANAGER of Union Ocean Shipping, Ltd. ("Union Ocean"), the shipping agent of one of the Defendants in this action. Union Ocean was fully responsible for arranging for the XIGANG SEAMLESS STEEL TUBE CO.LTD ("Xigang Seamless")'s shipment of cargo aboard the M/V Temira in 2007 (the "Shipment"): I make this declaration based on my personal knowledge of the matters described herein.

2. I read, write, and understand English sufficiently to make this declaration in English.

3. In keeping with our normal practice and, I believe, the normal practice of shipping agents generally, Union Ocean, requested and received periodic updates regarding the movement of the M/V Temira and the condition of the Xigang Seamless's cargo on board, from the point Xigang Seamless delivered the cargo to us at Changshu Harbor until the vessel arrived at Ravenna Harbor and the cargo was unloaded. We reported any unusual events to Xigang Seamless.

4. It has always been the case, in my experience, that when the vessel owner detains or places a lien on the cargo at the port of discharge, for any reason, it notifies the charterer, which then reports such detention or lien to the subcharter or shipper. In this case, we were never notified that the vessel owner, Plamar Navigation Ltd. ("Plamar"), had detained or placed a lien on Xigang Seamless's cargo. I believe this is because Plamar never detained or placed a lien on such cargo.

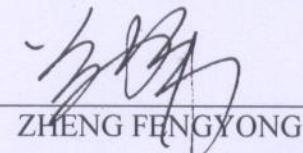
5. I have reviewed the booking note attached as Exhibit A to the Declaration of Sun Jiabin. This booking note came from Union Ocean's file and was entered into in connection with the Shipment. We provided a copy of this booking note to Xigang Seamless, at their request, after questions had arisen regarding delays in unloading the cargo at Ravenna. To the



best of my knowledge, and in keeping with our ordinary practice, we did not provide this booking note to Xigang Seamless at or before the time we delivered the bills of lading to them.

6. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on September 8, 2009



ZHENG FENGYONG